



**Request for Bid/Quotation – Pricing and Terms**  
**City of Indianapolis/Marion County**

<b>Request Bid/Quote ID</b> RFQ – 11EAL - 13	<b>Date</b> 12/3/2012	<b>Buyer</b> Wendy Thanisch	<b>Phone</b> 327-4641
<b>Bid/Quote Due Date and Time (EST)</b> December 14, 2012 at 10:00 am	<b>Mail To:</b> <b>City County Purchasing Division</b> 200 E. Washington Street Room 1522 Indianapolis, IN 46204		

This Bid/Quote is to result in a term agreement for Courier Services for various Agencies City wide.

Bids/Quotes will be in accordance with attached specifications.

Bid/Quote documents must be submitted in a sealed envelope. (Note: Larger document packages may be submitted in a suitable sealed box) A bid/quote checklist has been included on the last page for your convenience. This page contains important reminders for submission.

Bid/Quote must be received by the Purchasing Division and time stamped by the stated deadline. The City will not make any exceptions due to failure or delay of the U.S. Postal service or any other delivery service or method. Vendor(s) are strongly encouraged to take any steps necessary to ensure that a Bid/Quote is received on time.

Failure to submit the following will render the submitted bid non-responsive:

- a. Fully completed and signed Bid/Quote Form
- b. Affidavit of Non-collusion signed and notarized
- c. Completed and signed MBE/WBE/VBE Participation Plan or Application for Waiver (pages 18 through 20)
- d. Completed Price Sheet, pages 21
- e. Alternate Price Sheets, pages 22 and 23
- f. Completed Extended Price Sheet, page 25
- g. Exception Sheet with full explanations and descriptions, page 26

Bid/Quote opening is at 10:00 am (EST) in room 1522, City/County Building (see Bid/Quote due date and address above).

All shipping/delivery charges are to be included in the unit cost.

All questions concerning this Bid/Quote must be in written form and received no later than Thursday, December 6, 2012 at 12:00 noon (EST) preferably by e-mail to Wendy Thanisch at [Wendy.Thanisch@indy.gov](mailto:Wendy.Thanisch@indy.gov) or faxed to (317) 327 – 4493.

**The City will not consider any Quote received after the official deadline.**

U.S. Manufactured Products Preference Certification

This is to certify that under penalties of perjury, that each of the Bidder(s)/Quoter(s) and products, except those listed below, are a United States of America manufactured product as stated in Indiana Code 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds fifty percent (50%) of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.) Please check on of the following:

Please check one of the following

- ☐ U.S. Manufactured product preference applies
- ☐ U.S. Manufactured product preference “does not” apply to the following products:

Product(s)	Country of Origin

By signing on this signature line, I am acknowledging that I have read, reviewed, understand and attest to all of the information included in this bid/quote response including but not limited to pricing sheet, exception sheet and the extension of price.

The undersigned agrees to furnish the goods and/or services (public work construction included) set forth in this document at the pricing and terms provided herein and conveys that he/she is fully empowered to execute and deliver this document on behalf of the company and that, if accepted by the City/County, this document shall represent a lawful and binding obligation of the company.

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code) (Country)

Phone Number (\_\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_  
Area Code Area Code

E-mail Address \_\_\_\_\_

Web Address (URL if any) \_\_\_\_\_

Name of Authorized Representative (Printed) \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Pricing shall remain firm through \_\_\_\_\_  
(Month) (Day) (Year)

Payment terms \_\_\_\_\_

Delivery date \_\_\_\_\_  
(Month) (Day) (Year)

# **City of Indianapolis and Marion County**

## **Instructions to Bidders**

### **Immediate Cause for Rejection of Bids**

- A. Failure to comply with all instructions or to sign all necessary forms including the Request for Bid (RFB) form.
- B. Failure to submit a bid surety completely and correctly executed at the time of bid submission in the correct amount (if required).
- C. Failure to correctly and completely execute the non-collusion affidavit (if required).
- D. Failure to comply with any other mandatory bid requirements.

### **Bonding Requirements**

- A. Bidders may be required to provide with a bid, at time of submission, a bid surety in either a flat dollar amount or percentage of bid, as specified. Acceptable forms of bid surety are as follows:
  - 1. Bid Bond secured from a bona fide bid surety firm.
  - 2. A Certified Check (or equivalent) if issued by a financial institution insured by an agency of the United States.
  - 3. Other Forms of Bid Surety as specified in a particular bid.All forms of Bid Surety should be made payable to the City of Indianapolis/Marion County. No cash or personal checks accepted. All bid surety will be held until formal award is made by the appropriate governing body and until successful contractor complies with all terms of the award.
- B. Successful bidder may be requested to provide a Performance Bond/Payment Bond in either a flat dollar amount or a percentage of the bid as specified, made payable to the City of Indianapolis/Marion County, within ten days after receipt of award letter. Other forms of performance guarantee may be acceptable as specified in a particular bid.

### **General Conditions / Contractual Clauses**

- A. The City of Indianapolis and Marion County are exempt from Local, State and Federal Taxes and will not be responsible for any taxes levied on contractor as a result of a bid award.
- B. All terms contained in this document will become part of the contract between successful bidder and the City of Indianapolis/Marion County.
- C. This contract may be renewed under the same terms and conditions subject to the approval in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.
- D. The City of Indianapolis/Marion County reserve the right to reject any and all bids and to waive any of the terms and conditions and provisions contained in the Invitation to Bid (RFB) or other documents, or any informality, irregularity or omission in any bid, and to award to one or more bidders.
- E. Manufacturer and/or model number of equipment being bid must be stated. It is the contractor's responsibility to show proof that goods being offered are of equal quality to those that were specified. Any exceptions to the specifications must be clearly set forth in the contractor's bid.
- F. If not bidding a delivered price to point of destination, shipping price must be listed as a separate price on the RFB form.
- G. Upon delivery and/or inspection of ordered goods or upon performance of services, should the ordering agency determine that goods/services do not meet specifications; same will not be accepted and will be returned at the contractor's expense.

- H. Formal contracts and/or proof of insurability may be required on applicable bids.
- I. The City of Indianapolis /Marion County reserves the right to deny payment to contractors ordering or delivering goods/services without benefit of a verbal or written purchase order number.
- J. The apparent low bidder must submit or have on file form CC-09 which may be obtained from the DMWBD office. Failure to do so may cause your bid to be rejected. Information pertaining to the DMWBD Program and/or questions should be directed to the Department of Minority and Women Business Development office located in the City/County Building, 200 East Washington Street Indianapolis, IN 46204 Telephone (317) 327-5262.
- K. The Contractor agrees to indemnify and hold harmless Marion County Indiana, City of Indianapolis, its officials, agents, officers, and employees for any and all claims, actions, causes of action, judgments, and liens arising out of any negligent act of omission by the Contractor or any of its officers, agents, employees, or subcontractors or any defect in materials or workmanship or any supply, material or mechanism or other product which it or any of its officers, agents, employees, or subcontractors has supplied to the City/County or has used in connection with this agreement. Such indemnity shall include attorney's fees, costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.
- L. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City/County are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City/County shall have the right to terminate this agreement without penalty by giving prior written notice documenting the lack of funds, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City/County agrees that it will make its best effort to obtain sufficient funds, including but not limited to including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full. This contract may be terminated by either party at the City's option, upon 30 days written notice, unless otherwise specified.
- M. No portion of this Agreement shall be sublet, assigned or otherwise disposed of by the Contractor except with the written consent of the City/County being first obtained. Consent to sublet, assign or otherwise disposed of any portion of this Agreement shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Agreement.
- N. Unless otherwise specified within the Agreement, this Agreement shall be governed by the laws of the State of Indiana, and by all Municipal Ordinances and codes of the Consolidated City of Indianapolis, as the same shall be in full force and effect upon the date of this Agreement is executed.
- O. This Agreement represents the entire and integrated Agreement between the City/County and the Contractor and supersedes all prior negotiations, representations, and/or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both City/County and Contractor and attached hereto as an addendum.

Rev. 07/2/2012

Affidavit of Non-Collusion

THE UNDERSIGNED, HAVING BID FOR \_\_\_\_\_

in accordance with notice given by the Purchasing Division and the City of Indianapolis and/or Marion County for such supplies, merchandise, service or contract for and in behalf of himself, or themselves, being first duly sworn says:

That said bidder has not directly or indirectly entered into any combination, collusion, undertaking or agreement relative to the price to be bid by any person, or to prevent any bidder, or bidders, from bidding, or to induce any bidder, or bidders, to refrain from bidding for such supplies, merchandise, service or contract, and that said bid so made is without reference or regard to any other bid, or bids, and without agreement, understanding or combination, either directly or indirectly, with any person or persons, with reference to such bidding in any way or manner whatsoever.

Signed) \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public (Seal)

Dated at \_\_\_\_\_  
City State Date

FAILURE TO PROPERLY NOTARIZE AND RETURN THIS FORM WILL INVALIDATE YOUR BID

REV -

form 4-1028

## City of Indianapolis

### Invitation to Quote on Providing Courier Services for Various Agencies City Wide

The following terms will be included in the resulting agreement between the successful vendor and the City of Indianapolis and Marion County herein referred to as "City". Please read carefully. **Questions pertaining to the technical specifications and quoting documents may be directed to Wendy Thanisch, Purchasing Division, in writing either by e-mail to [Wendy.Thanisch@indy.gov](mailto:Wendy.Thanisch@indy.gov) or fax (317) 327-4493, no later than one (1) week prior to due date.**

#### 1. General

- 1.1. Vendors are invited to quote on delivery prices for providing Courier Services to various Agencies City wide within Marion County, IN.
- 1.2. **PLEASE NOTE: Any related addenda to this quote, including written answers to questions, will be posted on the Purchasing Division's official website at [www.indy.gov/purch](http://www.indy.gov/purch) under the appropriate project heading. Addenda will NOT be sent directly to vendors. Vendors will be responsible for periodically checking this website for any related addenda up to and including the due date. Vendors should print out, sign and return written acknowledgement(s) with their quote.**

#### 2. Term Contract

- 2.1. This Invitation is to establish one or more *term contracts* for courier services. The resulting contract will primarily be used by various Agencies City wide. However, other departments and agencies of the City of Indianapolis and Marion County may also utilize the resulting contract under the same pricing, terms and conditions. Unless otherwise agreed to, all ordering locations will be within Marion County, IN. All service orders shall be on an "as needed" basis, subject to the availability of funding and budgetary considerations.
- 2.2. The term of the initial contract shall be **one (1) year**, effective from the date of contract execution.

#### 3. Split Awards

The City may award a contract to a vendor who submits the overall lowest, responsive and responsible quote; or, it may split the award between two or more vendors, all to the advantage of the City. For purposes of evaluation, a split between two or more vendors will not be considered to be to the advantage of the City if increased administrative costs offset any projected cost savings realized by splitting the award. Subject to Indiana Code 5-22-15-20.9, award of the Contract will be made to the lowest, responsive and responsible quote, where the quote is reasonable and does not exceed the funds available for the project.

#### 4. Renewal

The contract resulting from this quote may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth in the resulting agreement. Terms and conditions may be amended only by written instrument, signed by both the City and awarded vendor, and attached to the resulting agreement as an amendment.

#### 5. Firm Quotes

All quotes received shall be considered valid for not less than ninety (90) days from the date of quote opening. Pricing shall be firm for the length of the contract, including any renewals.

#### 6. Bonds

There will be no *bid bonds* or *performance bonds* required for this contract.

## **7. Specifications**

- 7.1. The specifications are intended to provide a foundation for open competition for the supply of commodities or services to meet City needs. Minor and immaterial technical deviations may, at the discretion of the City, be deemed in *substantial* compliance with the specifications. However, material variances may render the vendor *non-responsive* and ineligible for award.
- 7.2. The use of brand names, models, etc. serves to establish the design, performance and level of quality needed and not to restrict competition. (Items that are equal in design, performance and quality will be considered.) The right to evaluate specification compliance and equality is reserved to the City, and the vendor shall have the burden of proof to demonstrate that any proposed substitutes are equal. Vendor shall note the manufacturer/model # of any substitutes, or the reference brand(s) will be assumed. All exceptions to the specifications and terms shall be noted in detail on the attached Exception Sheet.

## **8. Contract Termination**

The City may terminate the resulting contract for cause or convenience at any time during the term of the contract, without penalty, upon thirty (30) calendar day's written notice to the vendor. The City shall be the sole judge of the adequacy of the Vendor's performance pursuant to the resulting contract.

## **9. Sample Service Agreement**

A Sample Service Agreement, which includes insurance requirements, is attached for review. This document contains the City's standard terms but may not contain language specific to this purchase. Any proposed exceptions to this document should be included in detail on the *Exception Sheet*.

## **10. Proof of Insurance**

At the time of award, Vendor may be required to provide proof of insurance showing existing coverage in accordance with the terms and amounts stated in the attached *Sample Service Agreement*, or the terms and amounts of insurance coverage Vendor proposes to furnish in lieu of the amounts in the *Sample Service Agreement*. The proof of insurance shall be issued by a financially responsible insurance company authorized to do business in Indiana.

## **11. Debarment and Suspension**

- 11.1. Vendors should be aware that by entering into an agreement with the City, neither they, nor their principals, should be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principals", as used in this paragraph, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the vendor's business.
- 11.2. The awarded vendor shall **not** have their business name(s) or principal's name(s) listed on the debarment web site at <https://www.sam.gov/portal/public/SAM/>. A check of this listing will be made by the City. The City of Indianapolis reserves the right to nullify the award of any quote, bid, or RFP based on this listing. It is recommended that vendors check the website listing prior to submitting documents.

## **12. Accessibility**

Individuals with disabilities or needing special assistance during site visits, scheduled conferences, openings or any other activities related to a bid, quote or request for proposal should contact the Purchasing Division at (317) 327- 4900 to make arrangements for such assistance.



### **13. Successors and Assigns**

Vendor binds itself and its partners, successors, executors, administrators and assigns to City and to the partners, successors, executors, administrators and assigns of City, in respect to all covenants of this agreement; except as otherwise provided herein, vendor shall not assign, sublet or transfer its interest in this agreement without the written consent of City.

### **14. Bid/Quote Expenses**

By submitting a response to this bid/quote, each vendor agrees that all of its related expenses are its sole responsibility, and that the City will not be responsible for any costs whatsoever incurred by the vendor in connection with or resulting from the bid/quote process, including but not limited to costs for preparation/submission of the bid/quote, travel & per diem, attending interviews, providing presentations or product demonstrations.

### **15. Monitoring**

For management purposes, City agencies or departments may report contract problems to the Purchasing Division by using the City Intranet "Contract Monitoring Report". This program of quality control is to ensure that contractors successfully fulfill their contractual obligations with the City and maintain a positive contractor performance status.

### **16. Compensation**

Vendor may not be compensated or reimbursed for goods acquired or services provided prior to the issuance of a valid purchase order.

### **17. E-Verify Program**

Pursuant to IC 22-5-1.7 all public contracts for services entered into or renewed after June 30, 2011 must contain E-Verify provisions. Any Contractor entering into a service agreement with the City or County shall submit an affidavit of compliance that provides vendor acknowledgment of and commitment to the E-Verify Program. A sample of the affidavit can be found at the end of the Sample Service Agreement. Additional information can be viewed on the Purchasing Division web site at

[www.indy.gov/purch/BiddingOpportunities](http://www.indy.gov/purch/BiddingOpportunities).

### **18. Services or Goods Acquisition by the City**

- 18.1. Pursuant to City/County ordinance, contracts not approved by the Office of Corporation Council and the City Controller are voidable. Contractor/Vendor shall not begin performing services, acquiring or delivering goods, prior to receipt of a fully executed contract, including the controller's signature.
- 18.2. Contractor/Vendor must have a validly issued purchase order prior to beginning services, acquiring or delivering goods. Contractor/Vendor will not be compensated for services rendered or goods secured prior to the issuance, by the purchasing division, of a valid purchase order. (Revised Code §141-102)

### **19. Delivery Charges**

The City requests "pick up and delivered pricing" for this particular contract, and any shipping charge should therefore be included in the vendor's quoted price. Additional charges including, but not limited to, fuel, delivery, residential, Bunker Adjustment Factor (BAF) surcharges will not be allowed.

## **20. Reporting**

The Vendor shall be responsible for keeping a computerized accounting of pickups and deliveries for City of Indianapolis agencies. The accounting shall include but is not limited to; Date and Time of pickup and delivery, City of Indianapolis Division, Zone rate charged, etc. A report containing these items and any additional items shall be submitted to the City of Indianapolis, Purchasing Division, on a monthly basis with an additional annual summary report for the term of the contract. This report should preferably be in "Microsoft Office Suite, 2007 or earlier edition" format so it can be e-mailed. The City of Indianapolis may request a reporting of data at any time during regular business day and hours with a five (5) business day response requirement of the Vendor. Reports shall be submitted in writing to Mr. Michael Moore, Contract Manager, Purchasing Division, Suite 1522, 200 East Washington Street, Indianapolis, IN 46204, Fax to 317-327-4493 OR preferably by e-mail to [Michael.Moore2@indy.gov](mailto:Michael.Moore2@indy.gov). Failure to report may result in contract termination.

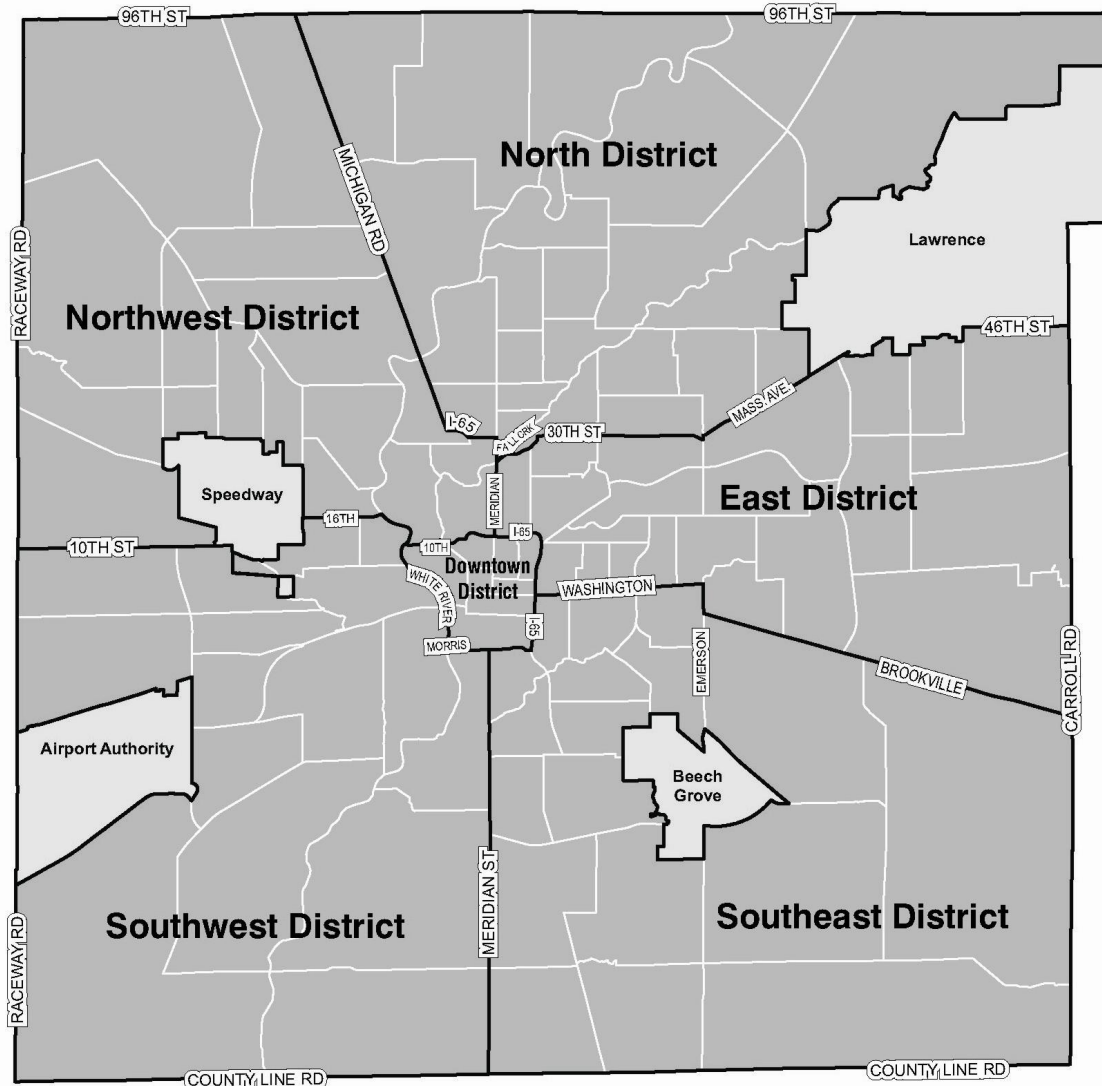
## **21. Method of Payment**

Vendor must be willing to accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the vendor.

**(The rest of this page left intentionally blank.)**

## 22. Technical Specifications

- 22.1. Vendors shall quote pricing for pickup and delivery in accordance with each district.
- 22.2. All deliveries and pickups will occur within Marion County.
- 22.3. The graphic below indicates the geographical areas where pickup and drop off may occur:



## 23. Sample Agreement

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Consolidated City of Indianapolis and Marion County XXXXXX** (hereinafter referred to as "City") and **XXXXXX** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### SECTION I. INTERPRETATION AND INTENT

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

#### SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in Attachment A, \_\_\_\_\_, attached hereto and incorporated into this Agreement.

#### SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon execution date of this Agreement by all parties and shall terminate on \_\_\_\_\_ unless terminated earlier in accordance with this Agreement.

- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

#### **SECTION IV. COMPENSATION**

- 4.01 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed \_\_\_\_\_ (\$XXXX.XX).
- 4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

#### **SECTION V. GENERAL PROVISIONS**

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.02 Subcontracting.
- 5.07.1 Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.07.2 Minority, Women and Veterans Participation. To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:
- Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, and three percent (3%) Veteran's Business Enterprises in the performance of services under this Agreement; or
- Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.
- Violation of this Subsection shall constitute a breach of this Agreement.

- 5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.
- 5.04 Confidentiality.
- 5.07.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.
- 5.07.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.
- 5.07.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.
- 5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.06 Ownership.
- 5.07.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.07.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.07.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

#### 5.07 Insurance.

Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

- A. Commercial General Liability (Occurrence Basis)  
Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations

Each Occurrence Limit	\$1,000,000.00
-----------------------	----------------

Damage to Rented Premises	\$100,000.00 (each occurrence)
---------------------------	--------------------------------

Medical Expense Limit	\$5,000.00
-----------------------	------------

Personal and Advertising Injury Limit	\$500,000.00
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General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)
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NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
B. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
Bodily injury & property damage	1,000,000.00 each accident
C. Excess/Umbrella Liability	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation & Disability	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit
F. [Reserved for Professional Liability or additional riders as needed]	

5.07.1 Certificates of Insurance, naming the City \_\_\_\_\_ as an "additional insured," (A. B. and C. only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to City.

5.07.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

#### 5.08 Termination for Cause or Convenience.

5.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination.  
In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.



- 5.07.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.07.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder.
- Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.
- 5.11 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

To Contractor:

To City:

- 5.12 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.13 Non-discrimination. Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 5.14 Conflict of Interest.
- 5.07.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.07.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a *relative*, as that term is defined by IC 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.
- 5.15 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17 Applicable Laws; Forum.

5.07.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.07.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

5.18 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.20 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.21 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City.

5.22 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.23 Debarment and Suspension

5.07.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

- 5.07.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.07.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.07.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.24 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.07.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.07.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.07.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.
- 5.07.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.
- 5.25 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**CONTRACTOR NAME ("Contractor")**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSOLIDATED CITY OF INDIANAPOLIS XXXXXXXX ("City")**

By: \_\_\_\_\_  
XXXXXX, XXXXXX

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
XXXXXX, Assistant Corporation Counsel

Date: \_\_\_\_\_

**APPROVED AS TO AVAILABILITY OF FUNDING:**

By: \_\_\_\_\_  
Jeffrey L. Spalding, Controller

Date: \_\_\_\_\_

**APPROVED FOR EXECUTION:**

Gregory A. Ballard, Mayor  
By Mayor's Designee:

By: \_\_\_\_\_  
Samantha S. Karn, Corporation Counsel

Date: \_\_\_\_\_

## **ATTACHMENT A: SCOPE OF SERVICES**

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter "Agreement") by and between the **Consolidated City of Indianapolis and Marion County, XXXXX** (hereinafter "City") and **XXXXXXX** (hereinafter "Contractor"), Contractor shall do, perform, and carry out in a good and professional manner the following services:

SAMPLE

### E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

#### Important - Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

## 24. Minority, Women's or Veteran's Business Enterprise Participation Plan for Goods and Services

It is the policy of the City of Indianapolis that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Veteran Business Enterprises (VBEs) shall have the maximum feasible **opportunity** to participate in the performance of contracts. Consequently, the City, through Article IV, sections 201-401 of the revised municipal code and Executive Order 5, 2008, has established MBE participation goals of 15%, WBE participation goals of 8%, and VBE participation goals of 3% for its dollars spent on public works, goods, and services.

The Contractor shall include information concerning its MBE, WBE, and VBE utilization for this contract on the attached MBE/WBE/VBE Participation Plan. To receive credit toward the MBE/WBE/VBE goals, all MBE, WBE, and VBE suppliers offered for "direct participation" in a contract (e.g. subcontracting) must be certified by the City's Department of Minority & Women Business Development (DMWBD). Contractors able to offer direct participation in the form of subcontractors must indicate the name of the MBE/WBE/VBE firm(s) with which it will work; the contact name and phone number for the firm(s); the service(s) supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. The evaluation and review of a Contractor's MBE/WBE/VBE participation, including a review of documentation and information submitted, shall be undertaken by DMWBD.

The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation. In order to be recognized by the City of Indianapolis as an MBE/WBE/VBE participant, your company must be certified with the DMWBD. If you should need assistance in obtaining MBE/WBE/VBE certification for possible participation in a contract, please contact the DMWBD at the following web site: <http://www.indy.gov/eGov/City/DMWBD/Pages/Home.aspx> and click on "MBE/WBE/VBE Program" or call (317) 327-5262. Respondents can view a list of City DMWBD approved MBE/WBE/VBE contractors by going to the web page listed above and clicking on "DMWBD Vendor Profile Application".

The Contractor shall maintain adequate records of all relevant data with respect to the utilization and attempted utilization of MBEs, WBEs, and VBEs and shall provide full access to these records to the DMWBD upon its request to inspect them. The City may require the Contractor to submit information in addition to the MBE/WBE/VBE Participation Plan and/or Application for MBE/WBE/VBE Program Waiver regarding MBE/WBE/VBE certification and utilization. Such information may include, but is not limited to the following: (1) Copies of all executed agreements for each MBE/WBE/VBE engaged to satisfy the participation policies, (2) the name and address of the MBE/WBE/VBE, (3) the scope of work to be performed, (4) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE subcontractor or MBE/WBE/VBE joint venture partner, (5) acknowledgement and acceptance of the agreement by the MBE/WBE/VBE, and (6) monthly utilization payment reports with each monthly application for payment.

While direct participation of MBE/WBE/VBE subcontractors is preferred, if it cannot be accomplished for this contract, "indirect participation" may be acceptable. Examples of indirect participation might include the use of common MBE/WBE/VBE suppliers (i.e., office suppliers, courier services, shipping services, etc.) contributing to overhead costs or the overall operation of the business. Indirect participation may occur at the local, regional or national level. (Note: For common suppliers located outside of Indiana that are participating in an indirect fashion, please return proof of home state or municipal certification to the DMWBD.) If the trade is an overhead item for the entire business, please calculate, to the best of your ability, the proportion or amount of the business from this contract that will impact MBE/WBE/VBEs.

Any contractor that does not have MBE/WBE/VBE direct participation shall submit the attached Application for MBE/WBE/VBE Program Waiver with the reasons for the lack of participation. The Waiver requires submission of documents showing the good faith efforts that were made by the Contractor for the purpose of attaining MBE/WBE/VBE firms as subcontractors or sources of supplies, equipment, and services. The Waiver must be submitted if a contractor does not have any direct or indirect MBE/WBE/VBE participation. If a contractor has only indirect participation, then the Waiver must be submitted for the direct participation and the MBE/WBE/VBE Participation Plan must be submitted for the indirect participation.

**Failure to provide the MBE/WBE/VBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal. The Purchasing Division and the DMWBD reserve the right to verify all information included in the MBE/WBE/VBE Participation Plan before making final determination of the contractor's responsiveness and responsibility.**



**MBE/WBE/VBE Participation Plan for Goods and Services**

RFB / RFQ # \_\_\_\_\_

RFB / RFQ Name \_\_\_\_\_

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_  
City State Zip Code

Phone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

e-mail \_\_\_\_\_

Please indicate whether this plan is for direct or indirect participation:

\_\_\_\_\_ Direct Participation Plan      \_\_\_\_\_ Indirect Participation Plan

The following minority/women owned firms will be participating directly in the RFB / RFQ according to the following schedule. (Please note that an Application for MBE/WBE/VBE Program Waiver must be attached if no direct participation is available.)

<b><u>MBE/WBE/VBE</u></b>	<b><u>Phone</u></b>	<b><u>Email</u></b>	<b><u>Contact</u></b>	<b><u>Trade</u></b>	<b><u>Amount</u></b>

Please indicate which firms are MBE, which firms are WBE, and which are VBE

**NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBE/VBE PARTICIPATION FORM”  
AND/OR THE “APPLICATION FOR WAIVER” WITH YOUR SUBMISSION**

**Failure to provide the MBE/WBE/VBE Participation Plan or Application for Waiver at the time of  
submission will result in the disqualification and rejection of the bid/proposal.**

**Application for MBE/WBE/VBE Program Waiver for Goods and Services**

Application for MBE/WBE/VBE Program Waiver is hereby submitted for DIRECT / INDIRECT (circle one or both) participation for the RFB / RFQ listed below.

Date of Application \_\_\_\_\_ RFB / RFQ # \_\_\_\_\_

RFB / RFQ Name \_\_\_\_\_

Contractor Name \_\_\_\_\_

City/State/Zip \_\_\_\_\_  
City State Zip Code

Telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

e-mail \_\_\_\_\_

Please indicate reason(s) for application below:

\_\_\_\_\_ Unable to locate MBE/WBE/VBE engaged in \_\_\_\_\_

\_\_\_\_\_ Unable to secure competitive price in \_\_\_\_\_

\_\_\_\_\_ Other good faith efforts. Documentation of good faith efforts shall include the following or written explanation if not applicable.

- (a) Documentation of any advertising, written notification or both that the contractor performed in search of prospective MBE/WBE/VBEs for the contract in general circulation, trade, and minority-focused media. Please contact DMWBD at:

<http://www.indy.gov/eGov/City/DMWBD/MBE-WBE-VBE/Pages/Certification.aspx> or (317) 327-5262 if you need assistance.

- (b) Documentation of efforts to research other possible areas of participation, such as suppliers, shipping or transport enterprises, and any other role that may contribute to the production and delivery of the product or service specified (i.e., indirect participation).

**Please indicate MBE/WBE/VBE firms contacted below:**

<b><u>MBE/WBE/VBE</u></b>	<b><u>Type of Attempt</u></b>	<b><u>Date(s) Attempted</u></b>	<b><u>Results</u></b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please indicate which firms are MBE, which are WBE, and which are VBE as well as the names, addresses, and telephone numbers, and email addresses. Attach additional sheets if necessary.

Applicant Signature

Date

**NOTE: YOU MUST INCLUDE EITHER A COMPLETED “MBE/WBE/VBE PARTICIPATION FORM”  
AND/OR THE “APPLICATION FOR WAIVER” WITH YOUR SUBMISSION**

**Failure to provide the MBE/WBE/VBE Participation Plan or Application for Waiver at the time of submission will result in the disqualification and rejection of the bid/proposal.**

**25. Price Sheet**

- 25.1. All pricing shall be in United States Dollars (USD)
- 25.2. Each zone pricing shall apply as stated or the reverse of stated.
- 25.3. A majority of the courier service used by the City will take place using the following table.
- 25.4. This table and subsequent pricing shall be used for evaluation of the quote.
- 25.5. Fuel surcharges of any type will not be accepted.

<b>Zone</b>	<b>For One Hour Delivery</b>	<b>For Four Hour Delivery</b>	<b>For Next Day Delivery</b>
<b>Downtown to Southwest District</b>	\$ _____	\$ _____	\$ _____
<b>Downtown to Southeast District</b>	\$ _____	\$ _____	\$ _____
<b>Downtown to Downtown</b>	\$ _____	\$ _____	\$ _____
<b>Downtown to East District</b>	\$ _____	\$ _____	\$ _____
<b>Downtown to North District</b>	\$ _____	\$ _____	\$ _____
<b>Downtown to Northwest District</b>	\$ _____	\$ _____	\$ _____

**26. Price Sheet Continued**

- 26.1. The following tables will not be used for quotation evaluation purposes. However, on occasion, the City may have a need for services from Zone to Zone that are not included the downtown area.
- 26.2. Vendors should quote Zone to Zone scenarios in the following tables.
- 26.3. Each zone pricing shall apply as stated or the reverse of stated.
- 26.4. Fuel surcharges of any type will not be accepted.

<b>Zone (Southwest)</b>	<b>For One Hour Delivery</b>	<b>For Four Hour Delivery</b>	<b>For Next Day Delivery</b>
Southwest to Southeast District	\$ _____	\$ _____	\$ _____
Southwest to East District	\$ _____	\$ _____	\$ _____
Southwest to Southwest	\$ _____	\$ _____	\$ _____
Southwest to North District	\$ _____	\$ _____	\$ _____
Southwest to Northwest District	\$ _____	\$ _____	\$ _____

<b>Zone (Southeast)</b>	<b>For One Hour Delivery</b>	<b>For Four Hour Delivery</b>	<b>For Next Day Delivery</b>
Southeast to East District	\$ _____	\$ _____	\$ _____
Southeast to Southeast	\$ _____	\$ _____	\$ _____
Southeast to North District	\$ _____	\$ _____	\$ _____
Southeast to Northwest District	\$ _____	\$ _____	\$ _____

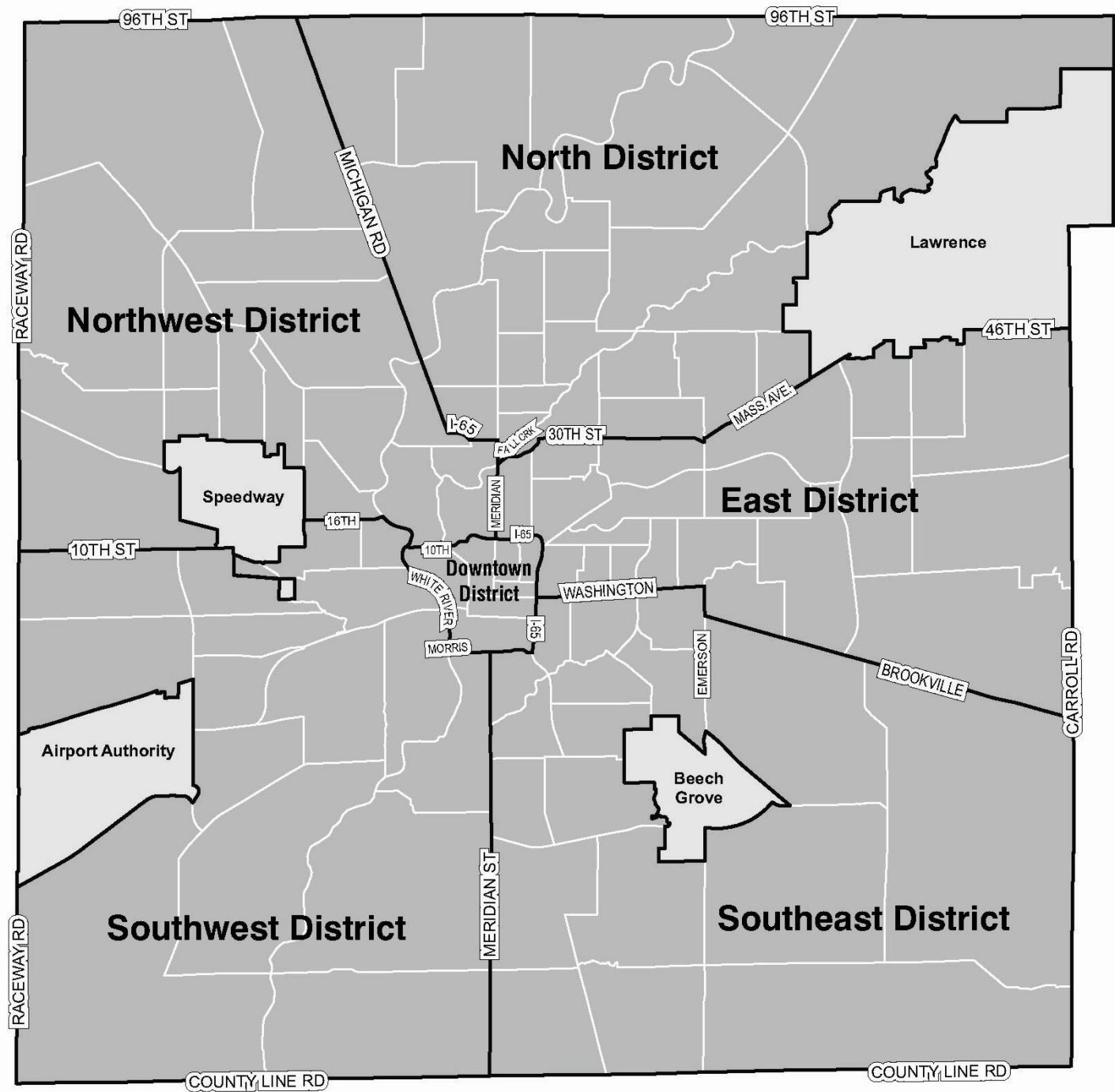
<b>Zone (East)</b>	<b>For One Hour Delivery</b>	<b>For Four Hour Delivery</b>	<b>For Next Day Delivery</b>
East to Northwest District	\$ _____	\$ _____	\$ _____
East to East District	\$ _____	\$ _____	\$ _____
East to North District	\$ _____	\$ _____	\$ _____

<b>Zone (North)</b>	<b>For One Hour Delivery</b>	<b>For Four Hour Delivery</b>	<b>For Next Day Delivery</b>
North to Northwest District	\$ _____	\$ _____	\$ _____
North to North District	\$ _____	\$ _____	\$ _____

<b>Zone (Northwest)</b>	<b>For One Hour Delivery</b>	<b>For Four Hour Delivery</b>	<b>For Next Day Delivery</b>
Northwest to Northwest District	\$ _____	\$ _____	\$ _____

**(End of Pricing Pages)**

**Sample Map**



## 27. Extended Price Sheet

- 27.1. If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in Marion County (and notify Indianapolis Purchasing Division upon initial extension to an additional subdivision)?

YES \_\_\_\_\_

NO \_\_\_\_\_

- 27.2. If awarded an agreement as a result of the pricing proposed herein, will you extend this pricing to political subdivisions in adjoining counties (and notify Indianapolis Purchasing division upon initial extension to an additional subdivision)?

YES \_\_\_\_\_

NO \_\_\_\_\_

[Political subdivisions include cities, towns, school corporations, and county governments. If you mark YES you are agreeing that you are willing to extend your proposed pricing to any of these entities if they wish to purchase from any resulting Agreement.]

- 27.3. Will there be a freight differential required to extend pricing to political subdivisions outside Marion County?

YES \_\_\_\_\_

NO \_\_\_\_\_

- 27.4. Will you agree to provide upon request but not more than quarterly, a report to the City of Indianapolis that would include the names of;

- a. any participating political subdivisions and
- b. item descriptions and quantities purchased per subdivision?

YES \_\_\_\_\_

NO \_\_\_\_\_

- 27.5. The City of Indianapolis DOES NOT accept responsibility for purchase orders issued by other political subdivisions.

- 27.6. All political subdivisions must be willing to accept all items(s) as described in the specifications without any change or alteration, no matter how minute, once accepted by the City of Indianapolis.

**(The rest of this page left intentionally blank.)**

## 28. Exception Sheet

Please list and explain any exceptions to the specifications and terms of the Invitation. Please note that the taking of an exception may cause your response to be deemed “non-responsive” if it is determined to be a material variance.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



## Check List for Bid/Quote Submittal

- ☐ Sign Bid/Quote Document(s).
- ☐ Sign and notarize an Affidavit of Non-collusion.
- ☐ Vendors are responsible for checking the web site at [www.indy.gov/purch](http://www.indy.gov/purch) for any addenda issued. By signing the Bid/Quote document(s), the vendor acknowledges any and all addenda issued.
- ☐ Include with the Bid/Quote forms any other documents that may be requested per the specifications.
- ☐ Your Bid/Quote may contain a “Minority, Women's or Veteran's Business Enterprise Participation Plan for Goods and Services”. If included in the Bid/Quote, an “MBE/WBE/VBE Participation Plan Form” or “Application for Waiver” must be included with your submission.

**Failure to provide a completed MBE/WBE/VBE participation plan or application for waiver at the time of submission will result in a non-responsive bid/quote.**

- ☐ Bid/Quote documents must be submitted in a sealed envelope. (Note: Larger document packages may be submitted in a suitable sealed box) On the front of the envelope or box include the following;
  - the bidding or quoting company's name
  - the bidding or quoting company's complete correspondence address
  - the date of the Bid/Quote opening
  - and the Bid/Quote number (example: RFB – 00001234).